

Participant's Name (Please Print): \_\_\_\_\_

Participant ID Number: \_\_\_\_\_

## BOISE STATE UNIVERSITY CAMPUS RECREATION

### Waiver of Liability, Assumption of Risk, and Indemnity Agreement

**Waiver:** In consideration of permission to use, today and on all future dates, the property, facilities, staff, equipment and services of the Boise State University Campus Recreation, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue Boise State University, its officers, employees, and agents from liability **from any and all claims including the negligence of** Boise State University Campus Recreation resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities, classes, observations, and use of facilities, premises, or equipment.

**Assumption of Risks:** Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries, Boise State University Campus Recreation has facilities for and provides for activities such as weightlifting, running, aerobic activities, classes and sporting activities such as (by way of example), but not limited to: rock climbing and kayaking. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity, which places stress on the cardiovascular system.

The specific risks vary from one activity to another, but the risks range from minor injuries such as scratches, bruises, and sprains to major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to catastrophic injuries including paralysis and death.

**I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent** in the activities made possible by Boise State University Campus Recreation. I hereby **assert that my participation is voluntary and that I knowingly assume all such risks.**

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD Boise State University HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees arising or resulting from my involvement at Boise State University Campus Recreation and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by law of the State of Idaho and that if any portion hereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgement of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

**Photo Release:** I hereby agree to permit Boise State University Campus Recreation employees, and agents to take photographs and make film records without further recourse. I understand and agree that such photographs and/or film may be used for commercial and/or promotional purposes.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent/Guardian of Minor Participant      Date  
Participant's Age (if a Minor) \_\_\_\_\_